

Exhibit 1

NEGOTIATED WAGE-AND-HOUR SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Stephanie Sanz, Taylor Meschke, Meagan McCall, Katelyn Canning, Jennifer Bleiweiss, Victoria Fiorenza, Destiny Frye, Annya Santana, Jessica Carillo, Jessica Wafer, Noelle Weston, Ashlee Carroll, Stephanie Walsh, Sarah Hicks, Merrisa Principe, Erica Bray, Talia McKinney, Nykya Luce, Maimuna Rivera, Chelsea Lovett, Ashlee Toll, Sylvia Tonska, Melanie Scamfer, Rhoda Galawanji, Ellie MacPherson, Joanna Rrezja, Kate Lippestreu, Stephany Lebron, Sita Gallagher, Oscar Rojas, Juan Balbuena, Hugo Arevalo, Jose Pelaez, Alfonso Logo, Petronilo Pastrana, Javier Viera, Jerson Morillo, Horatio Zamora, Hipolito Mendez, Bryan Harmin, Chris Loupos, James Fransioli, Matthew DeRogatis, Jeffrey O'Connell, Michaela Miller, Michelle Matamoros, Shannon Kelley, Kate Regan, Ashley McHugh, Rita Morales, Maria Salazar, Shereen Mohammed, Katherine Whelan, Melanie Young and Sunday Wright (each referred to individually as "Plaintiff" and collectively as "Plaintiffs") have made certain wage-and-hour claims against Johny Utah 51 LLC, ("Johnny Utah's"), John Sullivan, Robert Werhane, Thomas Casabona, J.R. Lozada (collectively, the "Individual Defendants") (Johnny Utah's and the Individual Defendants together are "Defendants" or "Releasees") (Plaintiffs and Defendants together are the "Parties");

WHEREAS, these wage-and-hour claims were brought in a lawsuit captioned as Stephanie Sanz, et al v. Johny Utah 51 LLC, et al, No. 14-CV-4380, which was styled as a class and collective action and which was commenced with the filing of a Complaint in the Federal District Court for the Southern District of New York on June 17, 2014 (the "Lawsuit");

WHEREAS, Plaintiffs' wage-and-hour claims alleged entitlement to damages resulting from Defendants' alleged violations of the Fair Labor Standards Act ("FLSA") and the New York Labor Law, Article 6, §§190 et seq., Article 19, §§650 et seq. ("NYLL"); and 12 New York Codes, Rules, and Regulations, §§142-2.1 et seq.;

WHEREAS, Defendants expressly deny any wrongdoing whatsoever;

WHEREAS, on March 6, 2015, the Parties reached an amicable and final resolution of all Plaintiffs' wage-and-hour claims against Defendants on a non-class basis, in order to avoid the expense and inconvenience of further proceedings; and,

NOW THEREFORE, in consideration of the obligations upon the Parties as set forth in this Negotiated Wage and Hour Settlement Agreement and Release (the "Wage and Hour Settlement Agreement"), and in full settlement of any claims that Plaintiffs have, had, may have or may have had against Defendants, the Parties agree as follows:

1. Payment. Defendants agree to pay Plaintiffs and their attorneys, in the aggregate, the amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) in settlement of any and all wage-and-hour claims against Defendants (the "Settlement Payment"). In connection with the Settlement Payment the Parties understand and agree that no portion of the Settlement Payment represents punitive damages or a payment in lieu of punitive damages. The Settlement Payment will be made as follows:

- a. Within 45 days of Plaintiffs, collectively, providing Defendants with an executed Wage and Hour Settlement Agreement, which shall begin running after the seven (7) day revocation period has run as delineated in Paragraph 15(f) below, and provided the Wage and Hour Settlement Agreement has been approved by the Court, and provided that a substitution of counsel has been filed reflecting the withdrawal of Imbesi Christensen as counsel of record with the substitution of Wigdor LLP as sole counsel of record, Defendants will deliver to Wigdor LLP checks made payable to each individual Plaintiff in the amounts specified in Exhibit A under the column "Total W2 Payment," (which consists of adding the columns "Settlement Allocation" and "Enhancement Payment"). These payments are made to compensate Plaintiffs for their wage claims. Defendants will issue Form W2s to each Plaintiff for the amount specified.
- b. Within 45 days of Plaintiffs, collectively, providing Defendants with an executed Wage and Hour Settlement Agreement, which shall begin running after the seven (7) day revocation period has run as delineated in Paragraph 15 (f) below, and provided the Wage and Hour Settlement Agreement has been approved by the Court, and provided that a substitution of counsel has been filed reflecting the withdrawal of Imbesi Christensen as counsel of record with the substitution of Wigdor LLP as sole counsel of record, Defendants will deliver to Wigdor LLP a check made payable to Wigdor LLP in the amount of \$137,440 (One Hundred Thirty-Seven Thousand Four Hundred Forty Dollars) in recognition of attorneys' fees and costs incurred by Plaintiffs in the Lawsuit. Defendants will issue Form 1099s to each Plaintiff for the amounts specified in the column entitled "Attorneys' Fees and Costs" in Exhibit A. Defendants also will issue a Form 1099 to Wigdor LLP for the full amount of this payment.
- c. Within 45 days of Plaintiffs providing Defendants with an executed Wage and Hour Settlement Agreement, which shall begin running after the seven (7) day revocation period has run as delineated in Paragraph 15 (f) below, and provided the Wage and Hour Settlement Agreement has been approved by the Court, and provided that a substitution of counsel has been filed reflecting the withdrawal of Imbesi Christensen as counsel of record with the substitution of Wigdor LLP as sole counsel of record, the Parties agree that the amount of Fifty Thousand Dollars (\$50,000) from the Settlement Payment will be held in the escrow account of the Law Offices of Lori A. Sullivan for a period of twelve (12) months (as modified below) following Court approval of the Wage and Hour Settlement Agreement (the "Escrow Funds"). The Escrow Funds shall be used to attempt to resolve any claims by any additional individuals who threaten, assert and/or file wage-and-hour claims against Defendants based on the time period at issue in the Lawsuit ("Future Claimant(s)"). Plaintiffs' counsel and Martin Scheinman, Esq. will be notified of any Future Claimant as soon as practicable but no later than seven

(7) days after Defendants' become aware of such claim. If Plaintiffs' counsel become aware of such claims first, Defendants' counsel and Martin Scheinman, Esq. will be notified of any Future Claimants as soon as practicable but no later than seven (7) days after Plaintiffs' counsel become aware of such claim, subject to Plaintiffs' counsel's ethical obligations. To the extent that any Future Claimants seek wage-and-hour claims based upon allegations of violations of the FLSA, the Defendants have the right to contest such claims as not timely based upon the failure to opt-in. To the extent Defendants seek to use the Escrow Funds to resolve any claims by a Future Claimant, Plaintiffs' counsel will be provided all necessary and material information regarding such Future Claimant's claims, and Plaintiffs' counsel and Defendants will attempt to negotiate in good faith as to the amount of Escrow Funds that can be used towards resolving such Future Claimant's claims. If the Parties cannot agree, such claims will be submitted to Martin Scheinman, Esq. who will determine whether claims based upon allegations of violations of the FLSA are barred by the failure of Future Claimants to timely opt-in to the Lawsuit and to determine the amount, if any, of such disbursement. In the event that Future Claimants are represented by Wigdor LLP, Wigdor shall be paid one-third of that settlement amount from the Escrow Funds as counsel fees. In the event that Future Claimants are represented by counsel other than Plaintiffs' counsel, the Defendants may resolve those claims from the Escrow Funds and provide notice of each such settlement to Plaintiffs' counsel within seven (7) days of the payment of each such settlement and Wigdor LLP will not be entitled to counsel fees in this situation. In the event that at the end of the twelve (12) month period, providing that there are no pending and unresolved wage and hour claims for Future Claimants, the remainder of the funds in the Escrow Fund will be divided between Plaintiffs and Defendants with half of the balance reverting back to John Sullivan and the other half of the remainder to be distributed among the Plaintiffs. In this case half of the balance reverts back to John Sullivan and the other half of the remainder is to be distributed among the Plaintiffs (with two-thirds of that amount returned to Plaintiffs and one-third of that amount to be paid to Wigdor LLP as attorneys' fees). The portion of the Escrow Funds going to Plaintiffs will be distributed *pro rata* using the distribution formula reflected in Exhibit A. In the event that there are pending and unresolved claims by Future Claimants at the end of the twelve (12) month period, those claims will be resolved and within thirty (30) days of the final Future Claimant's claim being paid the remainder of the funds in the Escrow Fund will be divided between Plaintiffs and Defendants, with half of the balance reverting back to John Sullivan and the other half of the remainder is to be distributed among the Plaintiffs (with two-thirds of that amount returned to Plaintiffs and one-third of that amount to be paid to Wigdor LLP as attorneys' fees). The portion of the Escrow Funds going to Plaintiffs will be distributed *pro rata* using the distribution formula reflected in Exhibit A.

- d. To the extent the Wage and Hour Settlement Agreement has not been approved by the Court as of the due date for the payments provided for in Paragraphs 1, the due date for such payment will be modified and extended beyond the applicable 30-day deadline to 10 days following the date the Court approves the Wage and Hour Settlement Agreement, which shall begin running after the seven (7) day revocation period has run as delineated in Paragraph 15(f) below. To the extent the Court does not approve this Wage and Hour Settlement Agreement in whole or in part (other than as provided herein), the entire Wage and Hour Settlement Agreement will be null and void, and the Parties will endeavor to modify the Wage and Hour Settlement Agreement in a manner that will be acceptable to the Court. If the Parties are unable to do so, the Lawsuit will proceed. Both Parties reserve all rights to appeal any aspect of any order from the Court that does not fully approve any aspect of the Wage and Hour Settlement Agreement.

2. Court Approval of the Settlement and Dismissal of the Lawsuit. Within five (5) days of Plaintiffs providing Defendants with an executed Wage and Hour Settlement Agreement, the Parties will submit a joint letter to the Court describing the fairness of the Wage and Hour Settlement Agreement and seeking the Court's expedited approval of the Wage and Hour Settlement Agreement in the form attached hereto as Exhibit B. Moreover, contemporaneous with the execution of this Wage and Hour Settlement Agreement, Plaintiffs' counsel will execute a Stipulation of Dismissal, dismissing all claims in the Lawsuit against all Defendants with prejudice, in the form attached hereto as Exhibit C. Defendants' counsel will hold the executed Stipulation of Dismissal in escrow, and will only be permitted to file it with the Court, in accordance with the terms of the separate document titled "Settlement Agreement and General Release of All Claims" ("Settlement Agreement") which shall be incorporated by reference into this Wage and Hour Agreement.

3. Indemnification. Each individual Plaintiff agrees to indemnify Releasees (as defined below) should Releasees face any adverse tax consequences or liability including but not limited to any interest or penalty, as a result of its payment of the Settlement Payment and allocation thereof to that individual Plaintiff or any audit as a result of and related to Releasees' payment of the Settlement Payment to that individual Plaintiff, with the exception of any liability arising from the fault or negligence of Releasees. Plaintiffs also will not be required to indemnify Releasees with respect to any failure on the part of Defendants to pay the "applicable withholdings" referred to in Paragraphs 1(b) to the appropriate authority. Nothing in this Paragraph 3 shall be interpreted to require an individual Plaintiff to indemnify Releasees for any adverse tax consequences or liability as a result of its payment of the Settlement Payment to any other individual Plaintiff or any audit as a result of and related to Releasees' payment of the Settlement Payment to any other individual Plaintiff.

4. Representation by Plaintiffs' Counsel. Jeanne Christensen, Esq. affirms that as of the execution of this Wage and Hour Settlement Agreement, neither she nor any employee of Wigdor LLP is aware of any employee or former employee of Johnny Utah's who is interested in or planning to assert any claims against Johnny Utah's in any forum. Ms. Christensen further affirms that she will instruct all attorneys at Wigdor LLP not to affirmatively contact and/or

solicit any employees and/or former employees of Johnny Utah's for purposes of asserting any claims. Notwithstanding the above, Ms. Christensen and Wigdor LLP will comply with all ethical rules and regulations and any provision of this Wage and Hour Settlement Agreement deemed to be inconsistent with any ethical rules and regulations shall be deemed null and void.

5. No Future Employment. Plaintiffs acknowledge that any employment or contractual relationship with Defendants is irrevocably severed, and that they have no further employment or contractual relationship except as may arise out of this Agreement. Plaintiffs hereby waive any right or claim to reinstatement as an employee and, to the extent permitted by law, Plaintiffs will not seek employment with the Defendants, their present and former parents, subsidiaries, divisions, affiliates, agents, insurers, reinsurers, employees, directors, trustees, officers, members, representatives, predecessors, successors, and assigns, and that the Plaintiffs forbearance from doing so is contractual and is in no way discriminatory, retaliatory or involuntary.

6. Plaintiffs' Release of Releasees. In exchange for the promises and payments made by Defendants and Plaintiffs as outlined in this Wage and Hour Settlement Agreement, the Parties agree as follows:

- a. Plaintiffs hereby warrant, represent and certify that, other than the Lawsuit, that no Plaintiff has any pending complaint, lawsuit, action, cause of action in law or equity, administrative charge, claim, controversy, demand, grievance and/or proceeding whatsoever arising out of conduct that took place in connection with their employment at Johnny Utah's and/or arising out of the allegations of the Complaint in the Lawsuit.

For and in consideration of the payments described in Section 1 above, and for other good and valuable consideration, each individual Plaintiff, on behalf of them self, their heirs, administrators, executors and assigns, hereby releases and forever discharges Defendants and their present and former parents, subsidiaries, divisions, affiliates, agents, insurers, reinsurers, employees, directors, trustees, officers, members, representatives, predecessors, successors, and assigns, and all of their successors and assigns, and its insurance carrier, from any and all wage-and-hour causes of action, suits, claims, charges, or complaints, known or unknown, which each individual Plaintiff has, may have or claim to have against Defendants and their present and former parents, subsidiaries, divisions, affiliates, agents, insurers, reinsurers, employees, directors, trustees, officers, members, representatives, predecessors, successors, and assigns, and all of their successors and assigns and its insurance carrier, arising out of conduct that took place in connection with their employment at Johnny Utah's and/or arising out of the allegations of the Complaint in the Lawsuit, including, without limitation, any claims or rights each individual Plaintiff may have under the Fair Labor Standards Act, the New York Labor Law ("NYLL") Wage and Hour Laws; New York Labor Law § 198 et. seq; New York Labor Law ("NYLL"), Article 6, §§ 190 et seq.,

Article 19, §§ 650 *et seq.*, and 12 New York Codes, Rules and Regulations ("NYCRR"), §§ 142-2.1 *et seq.*

- b. Nothing in this Agreement prevents the Plaintiffs from participating in or cooperating in any governmental, administrative, or regulatory investigation or proceeding regarding the Defendants, but the Plaintiffs acknowledge and agree that each individually and collectively shall not seek, accept or be entitled to any monetary relief with respect to any such charge, investigation or proceeding.
- c. Each Plaintiff (for the Plaintiff's self and heirs, successors and assigns) fully releases and discharges Defendants and Defendants' present and former parent companies, subsidiaries, related or affiliated companies, and their respective shareholders, officers, directors, employees, members, managers, fiduciaries, trustees, employee benefit plan administrators, agents, attorneys, insurers, successors and assigns, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity which could be jointly liable with any of them (collectively, the "Releasees"), from any and all claims, current or possible arising out of conduct that took place at Johnny Utah's for any wage and hour violations under federal, state, and/or local law, including but not limited to, any and all claims for unpaid wages, gap time pay, overtime pay, failure to maintain and furnish employees with proper wage records and all other claims that were or, could have been asserted in the Lawsuit, whether known or unknown, under federal, state, and/or local wage and hour laws (including but not limited to the FLSA, NYLL and New York Code of Rules and Regulations), from the beginning of the world up to the date of the execution of the Settlement Agreement.
- d. The release contained in this Paragraph 6 does not affect or limit: (i) Plaintiffs' rights to enforce the Releasees obligations herein; and (ii) Plaintiffs' right to bring and recover damages for any claims that, under controlling law, may not be released by this Settlement.
- e. The Release contained in this Paragraph 6 does not affect or limit Plaintiffs Michaela Miller, Jennifer Bleiweiss and Sarah Marie Hicks to bring and recover damages in the action entitled *Michaela Miller, et al. v. 978 Second Pub, Inc., et al.*, No. 14-cv-7981(PAC), pending in the United States District Court of the Southern District of New York.

7. Liens – Indemnity and Hold Harmless: It is expressly understood and agreed, the Plaintiffs further covenant and agree that any and all Medicare, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other type of liens or interest relating to the Lawsuit that is and/or could be claimed by any person and/or entity, will be fully paid, satisfied and released from the Settlement Payment paid herein, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released. In this regard, the Plaintiffs agree to indemnify and hold harmless the Defendants, their insurance carriers, their

attorneys and all others in privity with them, from any claim by, through and/or under the Plaintiff including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them relating to the Lawsuit.

8. Defendants' Release of Plaintiffs. In exchange for the promises and release made as outlined in this Wage and Hour Settlement Agreement, the Parties agree as follows::

- a. Defendants hereby warrant, represent and certify that no Defendant has any pending complaint, lawsuit, action, cause of action in law or equity, administrative charge, claim, controversy, demand, grievance and/or proceeding against any Plaintiff in any forum;
- b. Each Defendant hereby releases, waives and agrees not to institute voluntarily or to be represented in, submit or file, or permit to be submitted or filed on his behalf or anyone else's behalf any complaints, lawsuits, actions, causes of action, controversies, demands, grievances and/or proceedings whatsoever, whether in law or equity, with any administrative agency or court or any other forum, under federal, state or local laws or regulations including any claim for attorneys' fees, expenses or costs relating solely to wage-and-hour issues , from the beginning of the world up to and including the date of this Wage and Hour Settlement Agreement and shall not, from any source or proceeding whatsoever, seek, or in any way obtain or accept any award, recovery, settlement or relief therefrom; and
- c. The Release contained in this Paragraph 8 does not affect or limit: (i) Defendants' rights to enforce Plaintiffs' obligations herein; and (ii) Plaintiffs' right to bring and controlling law, may not be released by this Settlement.

9. Mutual Non-Disparagement.

- a. Plaintiffs each agree that they will not collectively or individually (i) make any statements (orally, in writing, or through any other means) including, but not limited to, any public statements, or statements to the media; (ii) publish or cause to be published any books, articles, journals, videos, scripts or treatments; or (iii) publish, post, or cause to be published or posted any blog entry, tweet, or other internet or social media posting, which impugns or disparages any Defendant.
- b. The Individual Defendants each agree that they will not collectively or individually (i) make any statements (orally, in writing, or through any other means) including, but not limited to, any public statements, or statements to the media; (ii) publish or cause to be published any books, articles, journals, videos, scripts or treatments; or (iii) publish, post, or cause to be published or posted any blog entry, tweet, or other internet or social media posting, which impugns or disparages any Plaintiff.

10. Confidentiality. The individual Plaintiffs agree not to disclose the terms of this Wage and Hour Settlement Agreement, orally, in writing, or through any other means, including, but not limited to, (i) any public statements, or statements to the media or on social media; (ii) publish or cause to be published any books, articles, journals, videos, scripts or treatments; or (iii) publish, post, or cause to be published or posted any blog entry, tweet, or other internet or social media posting. It shall be considered a violation of this Settlement Agreement for the Plaintiffs to publicize the terms of this Settlement Agreement as delineated in this Paragraph. Notwithstanding anything to the contrary, the individual Plaintiffs shall be permitted to disclose the terms of this Wage and Hour Settlement Agreement (i) as may be required by court or administrative order or subpoena or to a government entity or agency in connection with any charge, investigation or inquiry or as otherwise required by law; (ii) to a Party's attorney(s), accountant(s), tax or financial advisor(s) or immediate family; and (iii) in proceedings arising from or pertaining to this negotiated Wage and Hour Settlement Agreement. To the extent any Plaintiff or Defendant is asked about the Lawsuit, each Plaintiff and/or Defendant shall be permitted to state that the matter was resolved, but nothing further. Any violations by Plaintiff(s) of this Paragraph, as permitted by law, will result in liquidated damages owed by the breaching Plaintiff(s) to the Defendants in the amount of the payment made directly to such Plaintiff under Paragraph 1. Plaintiffs' counsel will be permitted to disclose the Wage and Hour Settlement Agreement as may be necessary in connection with obtaining Court approval, but will only make such disclosures as may be agreed upon with Defendants' counsel and/or ordered by the Court. Notwithstanding any other provision in the Wage and Hour Settlement Agreement, to the extent the Court does not approve any aspect of this Confidentiality provision and/or modifies this Confidentiality provision in any way, the remainder of the Wage and Hour Settlement Agreement will remain in full force and effect.

11. Dispute Resolution. All disputes concerning this Wage and Hour Settlement Agreement, including, but not limited to, determination of the viability of Future Claimants as opt-in plaintiffs, and Future Claimants right to any portion of the Escrow Funds, its validity, interpretation, enforceability, effect or alleged breach thereof, are to be resolved by Martin Scheinman, Esq. as the sole arbitrator. All Parties expressly waive their right to appeal from any decision of Martin Scheinman, Esq. However, this Paragraph does not apply due to the Court's refusal to approve the Wage and Hour Settlement Agreement or Defendants' failure to make the payments as provided in Paragraph 1(a)-(d). The Party initiating arbitration under this Paragraph will pay any initial arbitration fees; however, the prevailing Party will be entitled to attorneys' fees and costs incurred in the action, to include arbitration fees, if any.

12. Severability. Plaintiffs and Defendants agree that if any of the provisions, terms, clauses, waivers and releases of claims and rights contained in this Wage and Hour Settlement Agreement are declared illegal, unenforceable or ineffective in a forum of competent jurisdiction, such provisions, terms, clauses, waivers and releases of claims or rights shall be modified, if possible, in order to achieve, to the extent possible, the intentions of Plaintiffs and Defendants, and, if necessary, such provisions, terms, clauses, waivers and releases of claims and rights shall be deemed severable, such that all other provisions, terms, clauses, waivers and releases of claims and rights contained in this Wage and Hour Settlement Agreement shall remain valid and binding upon Plaintiffs and Defendants.

13. Modification. Plaintiffs and Defendants agree that this Wage and Hour Settlement Agreement may not be altered, amended, modified, superseded, canceled or terminated except by an express written agreement duly executed by all Plaintiffs and Defendants and with Court approval.

14. Integration. Contemporaneously with the mutual execution of this Wage and Hour Settlement Agreement, certain Plaintiffs who asserted claims beyond wage-and-hour claims shall execute a separate settlement agreement titled Settlement Agreement and General Release of All Claims. To the extent this Wage and Hour Settlement Agreement is not approved by the Court (with the exception of a modification to and/or disapproval of the confidentiality provision), the Wage and Hour Settlement Agreement shall be deemed null and void and the Settlement Agreement and General Release of All Claims will also be deemed null and void. This Settlement Agreement, together with the confidential Settlement Agreement and General Release of All Claims, sets forth the entire Agreement between all Plaintiffs and Defendants, and fully supersedes or integrates any and all prior agreements or understandings between the Parties to the subject matter thereof and if both are deemed null and void the Lawsuit will continue to be litigated in its entirety.

15. Knowing and Voluntary Agreement. Plaintiffs agree and affirm that:

- a. They have carefully read and fully understands all of the provisions of this Settlement Agreement;
- b. They were advised and hereby are advised to consider carefully the terms of this Settlement Agreement and consult with an attorney and translator (as needed) prior to executing this Agreement, and have considered the terms of this Settlement Agreement and consulted with an attorney and translator (as needed) prior to executing it;
- c. They have been given twenty one (21) days to consider their rights and obligations under this Settlement Agreement and to consult with an attorney before executing it;
- d. This Settlement Agreement is legally binding, and by signing it, Plaintiffs understand that they are giving up certain rights as articulated in Paragraph 6 above;
- e. They have signed this Settlement Agreement freely and voluntarily, without duress, coercion or undue influence and with full and free understanding of its terms;
- f. They have a full seven (7) calendar days following their execution of this Wage and Hour Settlement Agreement to revoke it by notifying Defendants of their desire to revoke, and have been and hereby are advised that this Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired; and

- g. They have each reviewed the Exhibits to this Wage and Hour Settlement Agreement and agree that the payments provided for in Exhibit A, as well as in Paragraph 1 of this Wage and Hour Settlement Agreement, are accurate. Each Plaintiff further represents that this Wage and Hour Settlement Agreement constitutes informed consent concerning the settlement of the Lawsuit and consent to the amounts paid to each other Plaintiff as well as the participation of each Plaintiff in the settlement.

16. Mediation Fees. Each party agrees to bear its own costs and fees owed to Martin Scheinman, Esq. in connection with the mediation of this dispute.

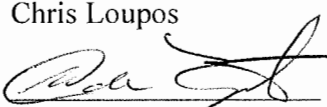
17. Counterpart Execution Permissible. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. Photographic and facsimiled copies of such signed counterparts may be used in lieu of the originals for any purpose.

18. Notices. All notices required to be made to Defendants shall be made in writing (letter correspondence or electronic mail) to Hillary A. Fraenkel, Esq., Marshall Dennehey Warner Coleman Goggin, P.C., 425 Eagle Rock Avenue, Suite 302, Roseland, New Jersey 07068. All notices required to be made to Plaintiffs shall be made in writing (letter correspondence or electronic mail) to Jeanne M. Christensen, Esq., Wigdor LLP, 85 Fifth Avenue, New York, New York 10003.

19. Interpretation of Agreement. The Parties agree that any person or entity interpreting or construing this Agreement shall not apply a presumption that any of its provisions should be more strictly construed against the party who prepared the Settlement Agreement, as all Parties have fully participated in the preparation of all provisions of this Agreement.

To signify their agreement to the terms of this Settlement Agreement, Plaintiffs and Defendants have executed this Settlement Agreement on the date set forth opposite their signatures which appear below.

_____ Stephanie Sanz	_____ Date	_____ Taylor Meschke	_____ Date
_____ Meagan McCall	_____ Date	_____ Katelyn Canning	_____ Date
_____ Jennifer Bleiweiss	_____ Date	_____ Victoria Fiorenza	_____ Date

_____ Jerson Morillo	_____ Date	_____ Horatio Zamora	_____ Date
_____ Hipolito Mendez	_____ Date	_____ Bryan Harmin	_____ Date
_____ Chris Loupos	_____ Date	_____ James Fransioli	_____ Date
 4.6.15 _____ Matthew DeRogatis	_____ Date	_____ Jeffrey O'Connell	_____ Date
_____ Michaela Miller	_____ Date	_____ Michelle Matamoras	_____ Date
_____ Shannon Kelley	_____ Date	_____ Kate Regan	_____ Date
_____ Ashley McHugh	_____ Date	_____ Rita Morales	_____ Date
_____ Maria Salazar	_____ Date	_____ Shereen Mohammed	_____ Date
_____ Sunday Wright	_____ Date	_____ Melanie Young	_____ Date

By: John Sullivan on behalf of himself and Johny Utah 51 LLC

Date

By: Robert Werhane on behalf of himself

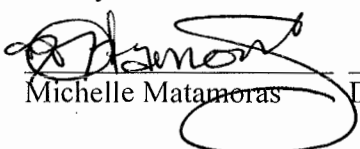
Date

By: Thomas Casabona on behalf of himself

Date

By: J.R. Lozada on behalf of himself

Date

_____ Jerson Morillo	_____ Date	_____ Horatio Zamora	_____ Date
_____ Hipolito Mendez	_____ Date	_____ Bryan Harmin	_____ Date
_____ Chris Loupos	_____ Date	_____ James Fransioli	_____ Date
_____ Matthew DeRogatis	_____ Date	_____ Jeffrey O'Connell	_____ Date
_____ Michaela Miller	_____ Date	 Michelle Matamoras	4/6/15 _____ Date
_____ Shannon Kelley	_____ Date	_____ Kate Regan	_____ Date
_____ Ashley McHugh	_____ Date	_____ Rita Morales	_____ Date
_____ Maria Salazar	_____ Date	_____ Shereen Mohammed	_____ Date
_____ Sunday Wright	_____ Date	_____ Melanie Young	_____ Date

By: John Sullivan on behalf of himself and Johny Utah 51 LLC

Date

By: Robert Werhane on behalf of himself

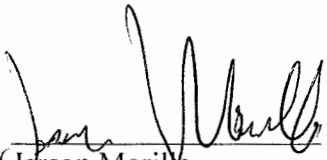
Date

By: Thomas Casabona on behalf of himself

Date

By: J.R. Lozada on behalf of himself

Date

 4/6/15
 Jerson Morillo Date

Horatio Zamora Date

Hipolito Mendez Date

Bryan Harmin Date

Chris Loupos Date

James Fransioli Date

Matthew DeRogatis Date

Jeffrey O'Connell Date

Michaela Miller Date

Michelle Matamoras Date

Shannon Kelley Date

Kate Regan Date

Ashley McHugh Date

Rita Morales Date

Maria Salazar Date

Shereen Mohammed Date

Sunday Wright Date


Melanie Young

By: John Sullivan on behalf of himself and Johny Utah 51 LLC Date

By: Robert Werhane on behalf of himself Date

By: Thomas Casabona on behalf of himself Date

By: J.R. Lozada on behalf of himself Date

Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	Jessica Wafer	Date
Noelle Weston	Date	Ashlee Carroll	Date
Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
 Talia McKinney	4/10/15 Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

CONFIDENTIAL

Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	Jessica Wafer	Date
Noelle Weston	Date	Ashlee Carroll	Date
Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
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Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

4/3/2015

CONFIDENTIAL

Destiny Frye

Date

Annya Santana

Date

Jessica Carillo

Date

Jessica Wafer

Date

Noelle Weston

Date

Ashlee Carroll

Date

Stephanie Walsh

Date

Sarah Hicks

Date

Merrisa Principe

Date

Erica Bray

Date

Talia McKinney

Date

Nykyia Luce

Date

Maimuna Rivera

Date

Chelsea Lovett

Date

Ashlee Toll

Date

Sylvia Tonska

Date

Melanie Scamfer

Date

Rhoda Galawanji

Date

Ellie MacPherson

Date

Joanna Rrezja

Date

Kate Lippestreu

Date

Stephany Lebron

Date

Sita Gallagher

Date

Oscar Rojas

Date

Juan Balbuena

Date

Hugo Arevalo

Date

Jose Pelaez

Date

Alfonso Logo

Date

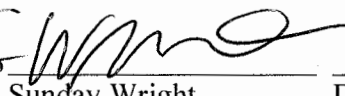
Petronilo Pastrana

Date

Javier Viera

Date

CONFIDENTIAL

_____ Jerson Morillo	_____ Date	_____ Horatio Zamora	_____ Date
_____ Hipolito Mendez	_____ Date	_____ Bryan Harmin	_____ Date
_____ Chris Loupos	_____ Date	_____ James Fransioli	_____ Date
_____ Matthew DeRogatis	_____ Date	_____ Jeffrey O'Connell	_____ Date
_____ Michaela Miller	_____ Date	_____ Michelle Matamoras	_____ Date
_____ Shannon Kelley	_____ Date	_____ Kate Regan	_____ Date
_____ Ashley McHugh	_____ Date	_____ Rita Morales	_____ Date
_____ Maria Salazar	_____ Date	_____ Shereen Mohammed	_____ Date
 Sunday Wright	4/3/15 _____ Date		

_____ By: John Sullivan on behalf of himself and Johny Utah 51 LLC	_____ Date
_____ By: Robert Werhane on behalf of himself	_____ Date
_____ By: Thomas Casabona on behalf of himself	_____ Date
_____ By: J.R. Lozada on behalf of himself	_____ Date

CONFIDENTIAL

_____	_____	<u>Horatio Zamora</u>	<u>4-3-15.</u>
Jerson Morillo	Date	Horatio Zamora	Date
_____	_____	_____	_____
Hipolito Mendez	Date	Bryan Harmin	Date
_____	_____	_____	_____
Chris Loupos	Date	James Fransioli	Date
_____	_____	_____	_____
Matthew DeRogatis	Date	Jeffrey O'Connell	Date
_____	_____	_____	_____
Michaela Miller	Date	Michelle Matamoras	Date
_____	_____	_____	_____
Shannon Kelley	Date	Kate Regan	Date
_____	_____	_____	_____
Ashley McHugh	Date	Rita Morales	Date
_____	_____	_____	_____
Maria Salazar	Date	Shereen Mohammed	Date
_____	_____	_____	_____
Sunday Wright	Date		

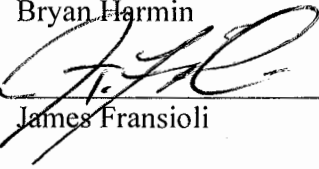
By: John Sullivan on behalf of himself and Johny Utah 51 LLC	_____
	Date

By: Robert Werhane on behalf of himself	_____
	Date

By: Thomas Casabona on behalf of himself	_____
	Date

By: J.R. Lozada on behalf of himself	_____
	Date

CONFIDENTIAL

_____ Jerson Morillo	_____ Date	_____ Horatio Zamora	_____ Date
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_____ By: J.R. Lozada on behalf of himself		_____ Date	

CONFIDENTIAL

- g. They have each reviewed the Exhibits to this Wage and Hour Settlement Agreement and agree that the payments provided for in Exhibit A, as well as in Paragraph 1 of this Wage and Hour Settlement Agreement, are accurate. Each Plaintiff further represents that this Wage and Hour Settlement Agreement constitutes informed consent concerning the settlement of the Lawsuit and consent to the amounts paid to each other Plaintiff as well as the participation of each Plaintiff in the settlement.

16. Mediation Fees. Each party agrees to bear its own costs and fees owed to Martin Scheinman, Esq. in connection with the mediation of this dispute.

17. Counterpart Execution Permissible. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. Photographic and facsimiled copies of such signed counterparts may be used in lieu of the originals for any purpose.

18. Notices. All notices required to be made to Defendants shall be made in writing (letter correspondence or electronic mail) to Hillary A. Fraenkel, Esq., Marshall Dennehey Warner Coleman Goggin, P.C., 425 Eagle Rock Avenue, Suite 302, Roseland, New Jersey 07068. All notices required to be made to Plaintiffs shall be made in writing (letter correspondence or electronic mail) to Jeanne M. Christensen, Esq., Wigdor LLP, 85 Fifth Avenue, New York, New York 10003.

19. Interpretation of Agreement. The Parties agree that any person or entity interpreting or construing this Agreement shall not apply a presumption that any of its provisions should be more strictly construed against the party who prepared the Settlement Agreement, as all Parties have fully participated in the preparation of all provisions of this Agreement.

To signify their agreement to the terms of this Settlement Agreement, Plaintiffs and Defendants have executed this Settlement Agreement on the date set forth opposite their signatures which appear below.

Stephanie Sanz Date

Meagan McCall Date

Jennifer Bleiweiss Date

Taylor Meschke Date

Katelyn Canning Date


Victoria Fiorenza Date

4/3/15

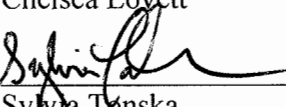
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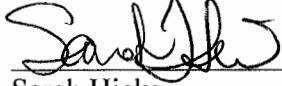
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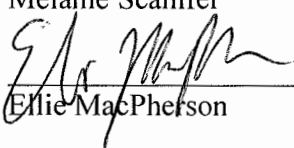

Victoria Fiorenza 4/3/2015

Victoria Fiorenza Date

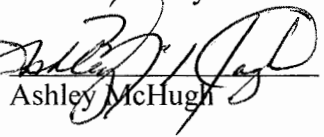
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Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	<i>Chelsea Foxett</i> 4/3/15 Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
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 _____ Ellie MacPherson	 _____ Date	_____ Joanna Rrezja	_____ Date
_____ Kate Lippestreu	_____ Date	_____ Stephany Lebron	_____ Date
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By: John Sullivan on behalf of himself and Johny Utah 51 LLC

Date

By: Robert Werhane on behalf of himself

Date

By: Thomas Casabona on behalf of himself

Date

By: J.R. Lozada on behalf of himself

Date

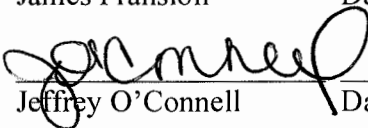
CONFIDENTIAL

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Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	<i>Rhoda Galawanji</i> 04/03/15 Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

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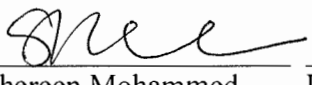
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Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	Jessica Wafer	Date
Noelle Weston	Date	Ashlee Carroll	Date
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Merrisa Principe	Date	Erica Bray	Date
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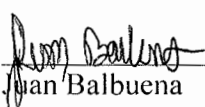
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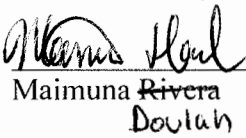
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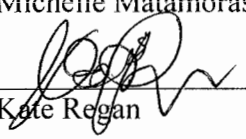
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Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	Jessica Wafer	Date
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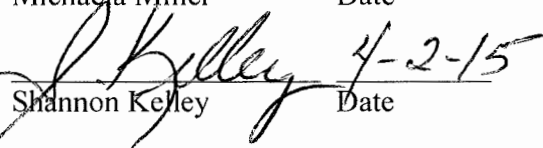
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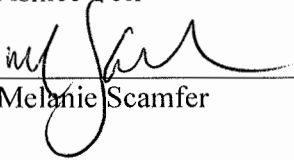
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Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

Noelle Weston

Date
Ashlee Carroll

Date

4/2/15

Stephanie Walsh

Date

Sarah Hicks

Date

Merrisa Principe

Date

Erica Bray

Date

Talia McKinney

Date

Nykyia Luce

Date

Maimuna Rivera

Date

Chelsea Lovett

Date

Ashlee Toll

Date

Sylvia Tonska

Date

Melanie Scamfer

Date

Rhoda Galawanji

Date

Ellie MacPherson

Date

Joanna Rrezja

Date

Kate Lippestreu

Date

Stephany Lebron

Date

Sita Gallagher

Date

Oscar Rojas

Date

Juan Balbuena

Date

Hugo Arevalo

Date

Jose Pelaez

Date

Alfonso Logo

Date

Petronilo Pastrana

Date

Javier Viera

Date

Jerson Morillo

Date

Horatio Zamora

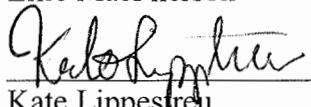
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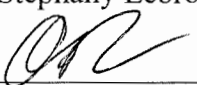
Hipolito Mendez

Date

Bryan Harmin

Date

Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
 Kate Lippes	April 1, 2015 Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date
Jerson Morillo	Date	Horatio Zamora	Date
Hipolito Mendez	Date	Bryan Harmin	Date
Chris Loupos	Date	James Fransioli	Date

Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	 Oscar Rojas	4/1/15 Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date
Jerson Morillo	Date	Horatio Zamora	Date
Hipolito Mendez	Date	Bryan Harmin	Date
Chris Loupos	Date	James Fransioli	Date

Matthew DeRogatis Date

Jeffrey O'Connell Date

Michaela Miller Date

Michelle Matamoras Date

Shannon Kelley Date

Kate Regan Date

Ashley McHugh Date

Rita Morales Date

Maria Salazar Date

Shereen Mohammed Date

Maria Salazar
Sunday Wright 4/1/15
Date

By: _____

By: _____

REDACTED

Matthew DeRogatis Date

Jeffrey O'Connell Date

Michaela Miller Date

Michelle Matamoras Date

Shannon Kelley Date

Kate Regan Date

Ashley McHugh Date

Rita Morales *4/1/15*
Rita Morales Date

Maria Salazar Date

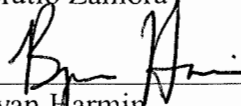
Shereen Mohammed Date


Sunday Wright Date

By: _____

By: _____

REDACTED

Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date
Jerson Morillo	Date	Horatio Zamora	Date
Hipolito Mendez	Date	 Bryan Harmin	4-1-15 Date
Chris Loupos	Date	James Fransioli	Date

Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	 Hugo Arevalo	Date 04-11-2015
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date
Jerson Morillo	Date	Horatio Zamora	Date
Hipolito Mendez	Date	Bryan Harmin	Date
Chris Loupos	Date	James Fransioli	Date

Lawsuit and consent to the amounts paid to each other Plaintiff as well as the participation of each Plaintiff in the settlement.


16. Mediation Fees. Each party agrees to bear its own costs and fees owed to Martin Scheinman, Esq. in connection with the mediation of this dispute.

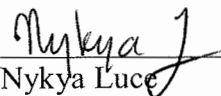
17. Counterpart Execution Permissible. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. Photographic and facsimiled copies of such signed counterparts may be used in lieu of the originals for any purpose.

18. Notices. All notices required to be made to Defendants shall be made in writing (letter correspondence or electronic mail) to Hillary A. Fraenkel, Esq., Marshall Dennehey Warner Coleman Goggin, P.C., 425 Eagle Rock Avenue, Suite 302, Roseland, New Jersey 07068. All notices required to be made to Plaintiffs shall be made in writing (letter correspondence or electronic mail) to Jeanne M. Christensen, Esq., Wigdor LLP, 85 Fifth Avenue, New York, New York 10003.

19. Interpretation of Agreement. The Parties agree that any person or entity interpreting or construing this Agreement shall not apply a presumption that any of its provisions should be more strictly construed against the party who prepared the Settlement Agreement, as all Parties have fully participated in the preparation of all provisions of this Agreement.

To signify their agreement to the terms of this Settlement Agreement, Plaintiffs and Defendants have executed this Settlement Agreement on the date set forth opposite their signatures which appear below.

 Stephanie Sanz	<u>4/1/15</u> Date	_____ Taylor Meschke	_____ Date
_____ Meagan McCall	_____ Date	_____ Katelyn Canning	_____ Date
_____ Jennifer Bleiweiss	_____ Date	_____ Victoria Fiorenza	_____ Date
_____ Destiny Frye	_____ Date	_____ Annya Santana	_____ Date
_____ Jessica Carillo	_____ Date	_____ Jessica Wafer	_____ Date

Noelle Weston	Date	Ashlee Carroll	Date
Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	 Nykya Luce	4/1/15 Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date
Jerson Morillo	Date	Horatio Zamora	Date
Hipolito Mendez	Date	Bryan Harmin	Date

Lawsuit and consent to the amounts paid to each other Plaintiff as well as the participation of each Plaintiff in the settlement.

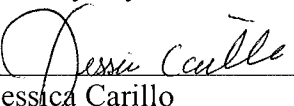
16. Mediation Fees. Each party agrees to bear its own costs and fees owed to Martin Scheinman, Esq. in connection with the mediation of this dispute.

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To signify their agreement to the terms of this Settlement Agreement, Plaintiffs and Defendants have executed this Settlement Agreement on the date set forth opposite their signatures which appear below.

_____ Stephanie Sanz	_____ Date	_____ Taylor Meschke	_____ Date
_____ Meagan McCall	_____ Date	_____ Katelyn Canning	_____ Date
_____ Jennifer Bleiweiss	_____ Date	_____ Victoria Fiorenza	_____ Date
_____ Destiny Frye	_____ Date	_____ Annya Santana	_____ Date
 Jessica Carillo	4/11/15 _____ Date	_____ Jessica Wafer	_____ Date

Chris Loupos

Date

James Fransioli

Date

Matthew DeRogatis

Date

Jeffrey O'Connell

Date


Michaela Miller

Date

2/1/15

Michelle Matamoras

Date

Shannon Kelley

Date

Kate Regan

Date

Ashley McHugh

Date

Rita Morales

Date

Maria Salazar

Date

Shereen Mohammed

Date

Sunday Wright

Date

By:

By:

REDACTED

Lawsuit and consent to the amounts paid to each other Plaintiff as well as the participation of each Plaintiff in the settlement.

16. **Mediation Fees.** Each party agrees to bear its own costs and fees owed to Martin Scheinman, Esq. in connection with the mediation of this dispute.

17. **Counterpart Execution Permissible.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. Photographic and facsimiled copies of such signed counterparts may be used in lieu of the originals for any purpose.

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19. **Interpretation of Agreement.** The Parties agree that any person or entity interpreting or construing this Agreement shall not apply a presumption that any of its provisions should be more strictly construed against the party who prepared the Settlement Agreement, as all Parties have fully participated in the preparation of all provisions of this Agreement.

To signify their agreement to the terms of this Settlement Agreement, Plaintiffs and Defendants have executed this Settlement Agreement on the date set forth opposite their signatures which appear below.

Stephanie Sanz

Date

 4/1/15

Taylor Meschke

Date

Meagan McCall

Date

Katelyn Canning

Date

Jennifer Bleiweiss

Date

Victoria Fiorenza

Date

Destiny Frye

Date

Annya Santana

Date

Jessica Carillo

Date

Jessica Wafer

Date

Lawsuit and consent to the amounts paid to each other Plaintiff as well as the participation of each Plaintiff in the settlement.

16. Mediation Fees. Each party agrees to bear its own costs and fees owed to Martin Scheinman, Esq. in connection with the mediation of this dispute.

17. Counterpart Execution Permissible. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. Photographic and facsimiled copies of such signed counterparts may be used in lieu of the originals for any purpose.

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19. Interpretation of Agreement. The Parties agree that any person or entity interpreting or construing this Agreement shall not apply a presumption that any of its provisions should be more strictly construed against the party who prepared the Settlement Agreement, as all Parties have fully participated in the preparation of all provisions of this Agreement.

To signify their agreement to the terms of this Settlement Agreement, Plaintiffs and Defendants have executed this Settlement Agreement on the date set forth opposite their signatures which appear below.

Stephanie Sanz _____ Date _____

Taylor Meschke _____ Date _____

Meagan McCall _____ Date 4/2/15

Katelyn Canning _____ Date _____

Jennifer Bleiweiss _____ Date _____

Victoria Fiorenza _____ Date _____

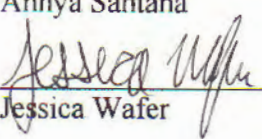
Destiny Frye _____ Date _____

Annya Santana _____ Date _____

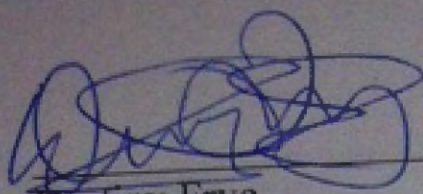
Jessica Carillo _____ Date _____

Jessica Wafer _____ Date _____

CONFIDENTIAL

Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	 Jessica Wafer	4/5/15 Date
Noelle Weston	Date	Ashlee Carroll	Date
Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

CONFIDENTIAL



Destiny Frye

4/7/15
Date

Jessica Carillo

Date

Noelle Weston

Date

Stephanie Walsh

Date

Merrisa Principe

Date

Talia McKinney

Date

Maimuna Rivera

Date

Ashlee Toll

Date

Melanie Scamfer

Date

Ellie MacPherson

Date

Kate Lippestreu

Date

Sita Gallagher

Date

Juan Balbuena

Date

Jose Pelaez

Date

Petronilo Pastrana

Date

Annya Santana

Date

Jessica Wafer

Date

Ashlee Carroll

Date

Sarah Hicks

Date

Erica Bray

Date

Nykyia Luce

Date

Chelsea Lovett

Date

Sylvia Tonska

Date

Rhoda Galawanji

Date

Joanna Rrezja

Date

Stephany Lebron

Date

Oscar Rojas

Date

Hugo Arevalo

Date

Alfonso Logo

Date

Javier Viera

Date

CONFIDENTIAL

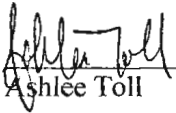
Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	Jessica Wafer	Date
Noelle Weston	Date	Ashlee Carroll	Date
Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date 4/7/2015
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

<u>Jerson Morillo</u>	<u>Date</u>	<u>Horatio Zamora</u>	<u>Date</u>
<u>Hipolito Mendez</u>	<u>Date</u>	<u>Bryan Harmin</u>	<u>Date</u>
<u>Chris Loupos</u>	<u>Date</u>	<u>James Fransioli</u>	<u>Date</u>
<u>Matthew DeRogatis</u>	<u>Date</u>	<u>Jeffrey O'Connell</u>	<u>Date</u>
<u>Michaela Miller</u>	<u>Date</u>	<u>Michelle Matamoras</u>	<u>Date</u>
<u>Shannon Kelley</u>	<u>Date</u>	<u>Kate Regan</u>	<u>Date</u>
<u>Ashley McHugh</u>	<u>Date</u>	<u>Rita Morales</u>	<u>Date</u>
<u>Maria Salazar</u>	<u>Date</u>	<u>Shereen Mohammed</u>	<u>Date</u>
<u>Sunday Wright</u>	<u>Date</u>	<u>Melanie Young</u> 4/6/15	

Melanie Young

<u>By: John Sullivan on behalf of himself and Johny Utah 51 LLC</u>	<u>Date</u>
<u>By: Robert Werhane on behalf of himself</u>	<u>Date</u>
<u>By: Thomas Casabona on behalf of himself</u>	<u>Date</u>
<u>By: J.R. Lozada on behalf of himself</u>	<u>Date</u>

CONFIDENTIAL

Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	Jessica Wafer	Date
Noelle Weston	Date	Ashlee Carroll	Date
Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
 Ashlee Toll	4-6-15 Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

CONFIDENTIAL

Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	Jessica Wafer	Date
Noelle Weston	Date	Ashlee Carroll	Date
Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	<i>John Rrezja</i> 4/6/15	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

CONFIDENTIAL

Destiny Frye	Date	Annya Santana	Date
Jessica Carillo	Date	Jessica Wafer	Date
Noelle Weston	Date	Ashlee Carroll	Date
Stephanie Walsh	Date	Sarah Hicks	Date
Merrisa Principe	Date	Erica Bray	Date
Talia McKinney	Date	Nykya Luce	Date
Maimuna Rivera	Date	Chelsea Lovett	Date
Ashlee Toll	Date	Sylvia Tonska	Date
Melanie Scamfer	Date	Rhoda Galawanji	Date
Ellie MacPherson	Date	Joanna Rrezja	Date
Kate Lippestreu	Date	Stephany Lebron	Date
Sita Gallagher	Date 6/8/15	Oscar Rojas	Date
Juan Balbuena	Date	Hugo Arevalo	Date
Jose Pelaez	Date	Alfonso Logo	Date
Petronilo Pastrana	Date	Javier Viera	Date

CONFIDENTIAL

- g. They have each reviewed the Exhibits to this Wage and Hour Settlement Agreement and agree that the payments provided for in Exhibit A, as well as in Paragraph 1 of this Wage and Hour Settlement Agreement, are accurate. Each Plaintiff further represents that this Wage and Hour Settlement Agreement constitutes informed consent concerning the settlement of the Lawsuit and consent to the amounts paid to each other Plaintiff as well as the participation of each Plaintiff in the settlement.

16. Mediation Fees. Each party agrees to bear its own costs and fees owed to Martin Scheinman, Esq. in connection with the mediation of this dispute.

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Stephanie Sanz

Date

Taylor Meschke

Date

Meagan McCall

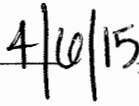
Date

Katelyn Canning

Date


Jennifer Bleiweiss

Date

 4/10/15
Victoria Fiorenza

Date

CONFIDENTIAL

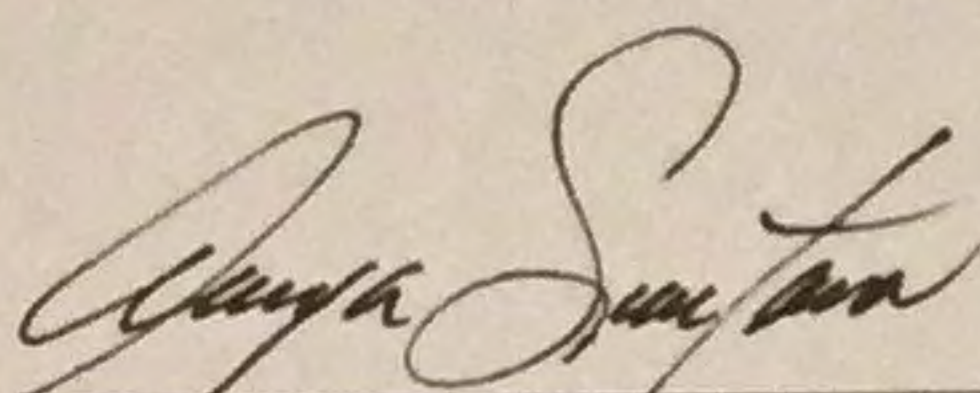
<u>Destiny Frye</u>	<u>Date</u>	<u></u>	<u>4/8/2015</u>
		Anya Santana	Date
<u>Jessica Carillo</u>	<u>Date</u>	<u>Jessica Wafer</u>	<u>Date</u>
<u>Noelle Weston</u>	<u>Date</u>	<u>Ashlee Carroll</u>	<u>Date</u>
<u>Stephanie Walsh</u>	<u>Date</u>	<u>Sarah Hicks</u>	<u>Date</u>
<u>Merrisa Principe</u>	<u>Date</u>	<u>Erica Bray</u>	<u>Date</u>
<u>Talia McKinney</u>	<u>Date</u>	<u>Nykya Luce</u>	<u>Date</u>
<u>Maimuna Rivera</u>	<u>Date</u>	<u>Chelsea Lovett</u>	<u>Date</u>
<u>Ashlee Toll</u>	<u>Date</u>	<u>Sylvia Tonska</u>	<u>Date</u>
<u>Melanie Scamfer</u>	<u>Date</u>	<u>Rhoda Galawanji</u>	<u>Date</u>
<u>Ellie MacPherson</u>	<u>Date</u>	<u>Joanna Rrezja</u>	<u>Date</u>
<u>Kate Lippestreu</u>	<u>Date</u>	<u>Stephany Lebron</u>	<u>Date</u>
<u>Sita Gallagher</u>	<u>Date</u>	<u>Oscar Rojas</u>	<u>Date</u>
<u>Juan Balbuena</u>	<u>Date</u>	<u>Hugo Arevalo</u>	<u>Date</u>
<u>Jose Pelaez</u>	<u>Date</u>	<u>Alfonso Logo</u>	<u>Date</u>
<u>Petronilo Pastrana</u>	<u>Date</u>	<u>Javier Viera</u>	<u>Date</u>

EXHIBIT A

NAME	Net Wage and Hour Share	Enhancement Payment	W2 Payment	Attorneys' Fees and Costs
Stephanie Sanz	\$10,918.32		\$10,918.32	\$5,715.34
Taylor Meschke	\$9,432.84		\$9,432.84	\$4,937.74
Meagan McCall	\$16,105.15		\$16,105.15	\$8,430.45
Katelyn Canning	\$3,775.61		\$3,775.61	\$1,976.39
Jennifer Bleiweiss	\$8,962.43		\$8,962.43	\$4,691.50
Victoria Fiorenza	\$7,155.09		\$7,155.09	\$3,745.43
Destiny Frye	\$2,265.37		\$2,265.37	\$1,185.84
Annya Santana	\$3,008.11		\$3,008.11	\$1,574.63
Jessica Carillo	\$6,771.34		\$6,771.34	\$3,544.55
Jessica Wafer	\$5,657.23		\$5,657.23	\$2,961.35
Noelle Weston	\$3,775.61		\$3,775.61	\$1,976.39
Ashlee Carroll	\$13,480.79		\$13,480.79	\$7,056.70
Stephanie Walsh	\$4,902.10		\$4,902.10	\$2,566.07
Sarah Hicks	\$4,877.35		\$4,877.35	\$2,553.11
Merrisa Principe	\$1,893.99		\$1,893.99	\$991.44
Erica Bray	\$4,518.35		\$4,518.35	\$2,365.19
Talia McKinney	\$8,962.43		\$8,962.43	\$4,691.50
Nykya Luce	\$1,485.49		\$1,485.49	\$777.60
Maimuna Rivera	\$1,893.99		\$1,893.99	\$991.44
Chelsea Lovett	\$4,902.10		\$4,902.10	\$2,566.07
Ashlee Toll	\$1,522.62		\$1,522.62	\$797.04
Sylvia Tonska	\$2,636.74		\$2,636.74	\$1,380.24
Melanie Scamfer	\$4,567.87		\$4,567.87	\$2,391.11
Rhoda Galawanji	\$3,379.48		\$3,379.48	\$1,769.03
Ellie MacPherson	\$2,525.33		\$2,525.33	\$1,321.92
Joanna Rrezja	\$1,138.87		\$1,138.87	\$596.16
Kate Lippstreu	\$2,995.73		\$2,995.73	\$1,568.15
Stephany Lebron	\$2,252.99		\$2,252.99	\$1,179.36
Sita Gallagher	\$1,510.24		\$1,510.24	\$790.56
Oscar Rojas	\$9,398.40	\$1,000.00	\$10,398.40	\$5,443.18
Juan Balbuena	\$11,428.57	\$1,000.00	\$12,428.57	\$6,505.90
Huge Arevalo	\$7,179.85		\$7,179.85	\$3,758.39
Jose Pelaez	\$9,395.70		\$9,395.70	\$4,918.30
Alfonso Logo	\$2,079.68		\$2,079.68	\$1,088.64
Petronilo Pastrana	\$3,379.48		\$3,379.48	\$1,769.03
Javier Viera	\$1,844.48		\$1,844.48	\$965.52

Jerson Morillo	\$383.75		\$383.75	\$200.88
Horatio Zamora	\$730.36		\$730.36	\$382.32
Hipolito Mendez	\$7,538.84		\$7,538.84	\$3,946.31
Bryan Harmin	\$3,902.10	\$1,000.00	\$4,902.10	\$2,566.07
Chris Loupos	\$6,585.66		\$6,585.66	\$3,447.35
James Fransioli	\$5,496.30		\$5,496.30	\$2,877.11
Matthew DeRogatis	\$3,948.92		\$3,948.92	\$2,067.11
Jeffrey O'Connell	\$4,320.29		\$4,320.29	\$2,261.51
Michaela Miller	\$1,869.24		\$1,869.24	\$978.48
Michelle Matamoras	\$1,126.49		\$1,126.49	\$589.68
Shannon Kelley	\$1,126.49		\$1,126.49	\$589.68
Kate Regan	\$1,448.35		\$1,448.35	\$758.16
Ashley McHugh	\$1,398.83		\$1,398.83	\$732.24
Rita Morales	\$5,223.96		\$5,223.96	\$2,734.55
Maria Salazar	\$14,297.80		\$14,297.80	\$7,484.37
Shereen Mohammad	\$3,466.13		\$3,466.13	\$1,814.39
Katherine Whelan	\$1,770.20		\$1,770.20	\$926.64
Melanie Young	\$1,522.62		\$1,522.62	\$797.04
Sunday Wright	\$1,423.59		\$1,423.59	\$745.20
TOTAL	\$259,559.67	\$3,000.00	\$262,559.67	\$137,440.33

EXHIBIT B

[to be inserted]

EXHIBIT C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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STEPHANIE SANZ, BRYAN HARMIN, ANNYA
SANTANA, NYKYA LUCE, JESSICA WAFER,
KATELYN CANNING, STEPHANIE WALSH, OSCAR
ROJAS, TAYLOR MESCHKE, JENNIFER BLEIWEISS,
JUAN BALBUENA, DESTINY FRYE, ERICA BRAY,
JESSICA CARILLO, ASHLEY CARROLL, MAIMUNA
DOULA, VICTORIA FIORENZA, RHODA GALAWANJI,
SITA GALLAGHER, ASHLEE GAUGHEN TOLL, SARAH
HICKS, STEPHANY LEBRON, KATE LIPPSTREU,
CHELSEA LOVETT, MEAGHAN MCCALL, TALIA
MCKINNEY, MERRISA PRINCIPE, JOANNA RREZJA,
SYLVIA TONSKA AND NOELLE WESTON,
individually and on behalf of all other similarly situated
Plaintiffs,

INDEX NO. 14-cv-4380 (JMF)

v.

JOHNNY UTAH 51 LLC, D/B/A JOHNNY UTAH'S,
JOHN SULLIVAN, THOMAS CASABONA, J.R. LOZADA,
DOE Corporations I through X, inclusive, and DOE Limited
Liability Companies I through X, inclusive,

Defendants.

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STIPULATION OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, by and
through undersigned counsel, that all of the claims asserted by Plaintiffs against Defendants in
the above-captioned action, including any claims for costs or attorneys' fees, are hereby
dismissed with prejudice and without costs or attorneys' fees to any party; and

The Court retains jurisdiction to enforce the terms of the settlement.

Dated: March ___, 2015
New York, New York

WIGDOR LLP

By: _____
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David E. Gottlieb
Jeanne Christensen

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Attorneys for Plaintiffs

So Ordered: _____
Hon. Jesse M. Furman

Dated: March ___, 2015
New York, New York

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

By: _____
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